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PATENT APPLICATION



PATENT AND TRADEMARK OFFICE

BEFORE THE HONORABLE BOARD OF PATENT APPEALS AND INTERFERENCES

re the Application of

Masaki KYOJIMA et al.

Application No.: 09/678,031

Filed: October 3, 2000

For: LICENSE-ISSUING SYSTEM AND METHOD

On Appeal from Group: 3621

Examiner: D. Le

Docket No.: 107500

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Respectfully submitted,

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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BRIEF ON APPEAL

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Appeal from Group 3621

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I. INTRODUCTION

This is an Appeal from an Office Action mailed April 10, 2003 finally rejecting claims 1-48. No claims are allowed. The Advisory Action states that the proposed amendments will not be entered because they are not deemed to place the application in better form for appeal by materially reducing or simplifying the issues for appeal. This statement is not understood, however, because the only Amendment filed by Applicants was under 37 CFR §1.111 on January 31, 2002, which was entered, and discussed in the Final Rejection which was mailed on April 10, 2003. Applicants did not file any Amendment under 35 USC §1.116 after the Final Rejection.

A. Real Party In Interest

The real party in interest for this Appeal in the present application is Fuji Xerox Co., Ltd. by way of an Assignment recorded at Reel 011209, Frame 0582.

B. Statement of Related Appeals and Interferences

There are presently no appeals or interferences, known to Appellants, Appellants' representative or the Assignee, which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending Appeal.

C. Status of Claims

Claims 1-48 pending. Claims 1-48 stand finally rejected and are on appeal.

D. Status of Amendments

1. Claims 1, 2, 9, 10, 16, 17, 20-25, 27 and 29 were amended and claims 35-48 were added by the Amendment filed under 37 CFR §1.111 on January 31, 2003.

2. The Amendment filed January 31, 2003 has been entered. That Amendment replaced claims 1, 2, 9, 10, 16, 17, 20-25, 27 and 29, and added claims 35-48.

3. Claims 3-8, 11-15, 18, 19, 26, 28 and 30-48 are as originally filed.

II. SUMMARY OF THE INVENTION AND APPLIED REFERENCES

A. The Invention

The present invention relates to technology for licensing the use of digital contents in a computer, including a license which certifies that a user is licensed to use the digital contents and verifies the legality of the license (page 1, first paragraph).

In the present invention, a server, called a license-issuing center, is used to issue a license independently of (1) the specific digital contents, (2) a provider of digital contents, or (3) a seller of digital contents, and does this over the Internet. Although a seller of digital contents issues a license in response to a request from a consumer to buy digital contents, the license is issued by a license-issuing center, not by the seller's server.

Information to verify the legitimacy of a consumer's license is called information for verification. Information for verification is generated so that a predetermined relationship exists between the information for verification and the license, and the legitimacy of a license is determined based on whether that relationship exists for a particular license. Information for verification is generated in the license-issuing center and output therefrom.

In one aspect of the invention, information for verification is generated in a license-issuing center that is independent from a provider and a seller of digital information; information to specify the information for verification is inputted to the license-issuing center; an electronic license, which can be verified by the information for verification specified by the input information, is generated by the license issuing center; and the generated license is outputted. Independent claims 1 and 2 deal with this aspect of the invention.

Another aspect of the invention is based on intermediating a request for an electronic license for certifying that the usage of digital contents is permitted to a specific user and involves receiving a first license request, preparing a second license request for requesting

issuance of the license requested in the first received license request, and outputting the prepared second license request. Only the license-issuing center issues the electronic license. A server for selling digital contents to which this aspect of the invention pertains only mediates a request for an electronic license. Independent claims 9 and 10 deal with this aspect of the invention.

Another aspect of the invention involves a technique for a provider of digital contents to limit sellers who can sell the digital contents. This involves inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted in the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement. Independent claims 16 and 17 deal with this aspect of the invention.

Another aspect of the invention involves providing one or more features to a user by storing information for verification to verify an electronic license for certifying that usage of all or part of features for a particular user, inputting an electronic license and verifying its legitimacy, and activating at least part of the features for verification only if the electronic license is determined to be legitimate. Independent claims 20 and 21 deal with this aspect of the invention.

Another aspect of the invention includes a feature to check whether a user owns a legitimate license that can decrypt digital contents. Independent claim 22 deals with this aspect of the invention.

Another aspect of the invention includes a feature to check whether a user owns a legitimate license that can decompress digital contents. Independent claim 23 deals with this aspect of the invention.

Another aspect to the invention includes a feature to check whether a consumer has a legitimate license to use digital contents. Independent claims 24, 25, 27 and 29 deal with this aspect of the invention.

B. The Claims

Independent claims 1 and 2 concern generation of information for verification from a license-issuing center that is independent from a provider and a seller of digital information' input of information to specify the information for verification to the license-issuing center; generation of an electronic license, which can be verified by the information for verification specified by the input information, by the license issuing center; and output of the generated electronic license.

Independent claims 9 and 10 concern intermediating a request for an electronic license for certifying that the usage of digital contents is permitted to a specific user and involves receiving a first license request, preparing a second license request for requesting issuance of the license requested in the first received license request, and outputting the prepared second license request.

Independent claims 16 and 17 concern a technique for a provider of digital contents to limit sellers who can sell the digital contents. This involves inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted by the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement.

Independent claims 20 and 21 concern providing one or more features to a user by storing information for verification to verify an electronic license for certifying that usage of all or part of features for a particular user, inputting an electronic license and verifying its

legitimacy, and activating at least part of the features for verification only if the electronic license is determined to be legitimate.

Independent claim 22 includes a feature to check whether a user owns a legitimate license that can decrypt digital contents.

Independent claim 23 a feature to check whether a user owns a legitimate license that can decompress digital contents.

Independent claims 24, 25, 27 and 29 include a feature to check whether a consumer has a legitimate license to use digital contents.

C. The Rejection

The final Office Action dated April 10, 2003 contends that U.S. Patent 5,892,900 to Ginter et al. (hereinafter, "Ginter") discloses all the features of claims 1-48, except for one feature. The final Office Action admits that Ginter does not explicitly disclose the recited "license-issuing center being independent" feature. Then, the final Office Action continues by saying that this feature is "clearly taught" by Ginter. This last statement is based on an analysis of Ginter found on pages 3 and 4 of the final Office Action.

The final Office Action asserts that it would be obvious "that a license-issuing center may be set-up according to Ginter's methods and systems to be totally independent of all other participating entities in such systems, should there be a business reason to do so." The Action concludes by stating, "[A]s such, claims 1-48 are unpatentable over Ginter."

The final Office Action addresses the independent claims, then the dependent claims, alleging that the recited features are found in the cited portions of Ginter. However, the final office Action does not present a one-to-one correspondence between each specifically recited feature and a corresponding feature disclosed in Ginter. Applicants are left to speculate about (1) which of several parts of Ginter actually disclose each claimed feature, and (2) how the

aforementioned analysis found on pages 3 and 4 of the Office Action demonstrates that Ginter discloses, or renders obvious, the invention recited in the claims.

For the reasons detailed below, it is respectfully submitted that the Final Rejection of claims 1-48 is fundamentally unsound, is unclear and indefinite, denies Applicants both procedural and substantive due process, fails to state a proper motivation to realize the invention recited in the claims, and fails to establish a prima facie case of obviousness of the invention recited in the claims.

III. THE ISSUES ON APPEAL

Whether, under 35 U.S.C. §103(a), claims 1-48 would have been obvious over Ginter.

IV. GROUPING THE CLAIMS ON APPEAL

All claims do not stand or fall together.

Group I: Group I includes claims 1-8, 35 and 36. Claims 1-8, 35 and 36 recite features that involve generation of information for verification from a license-issuing center that is independent from a provider and a seller of digital information, input of information to specify the information for verification to the license-issuing center, generation of an electronic license, which can be verified by the information for verification specified by the input information, by the license issuing center, and output of the generated electronic license. This group of claims is patentable for all the reasons expressed below. This group of claims is patentably distinct from the other groups of claims, set forth, infra., because of the two-way distinctness test approved in Eli Lilly & Co. v. Board of Regents of the University of Washington, _____ USPQ2d _____, (Opinion 02-1610, Fed. Cir. July 3, 2003), which determined that the "two-way" test for determining whether two parties are claiming "the same patentable invention" is reasonable, nor erroneous and not inconsistent with the language of 37 CFR 1.601(n), which defines "the same patentable invention." For example, generation of information for verification from a license-issuing center that is independent

from a provider and a seller of digital information, input of information to specify the information for verification to the license-issuing center, generation of an electronic license, which can be verified by the information for verification specified by the input information, by the license issuing center, and output of the generated electronic license does not render obvious intermediating a request for an electronic license for certifying that the usage of digital contents is permitted to a specific user and involves receiving a first license request, preparing a second license request for requesting issuance of the license requested in the first received license request, and outputting the prepared second license request, and vice versa.

Group II: Group II includes claims 9-15, 37 and 38. Claims 9-15, 37 and 38 recite features that concern intermediating a request for an electronic license for certifying that the usage of digital contents is permitted to a specific user and involves receiving a first license request, preparing a second license request for requesting issuance of the license requested in the first received license request, and outputting the prepared second license request. This group of claims is patentable for all the reasons set forth below. This group of claims is patentably distinct from the other groups of claims, set forth, *infra.*, because of the two-way distinctness test approved in Eli Lilly & Co., supra. For example, generation of information for verification from a license-issuing center that is independent from a provider and a seller of digital information, input of information to specify the information for verification to the license-issuing center, generation of an electronic license, which can be verified by the information for verification specified by the input information, by the license issuing center, and output of the generated electronic license does not render obvious intermediating a request for an electronic license for certifying that the usage of digital contents is permitted to a specific user and involves receiving a first license request, preparing a second license request for requesting issuance of the license requested in the first received license request, and outputting the prepared second license request, and vice versa.

Group III: Group III includes claims 16-19, 39 and 40. Claims 16-19, 39 and 40 recite features concerning a technique for a provider of digital contents to limit sellers who can sell the digital contents, involving inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted by the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement, and additional features not shown in the prior art. This group of claims is patentable for all the reasons set forth below. This group of claims is patentably distinct from the other groups of claims, set forth, *infra.*, because of the two-way distinctness test approved in Eli Lilly & Co., supra. For example, a provider of digital contents to limit sellers who can sell the digital contents, involving inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted by the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement does not render obvious intermediating a request for an electronic license for certifying that the usage of digital contents is permitted to a specific user and involves receiving a first license request, preparing a second license request for requesting issuance of the license requested in the first received license request, and outputting the prepared second license request, and vice versa.

Group IV: Group IV includes claims 20, 21, 41 and 42. Claims 20, 21, 41 and 42 recite features that concern providing one or more features to a user by storing information for verification to verify an electronic license for certifying that usage of all or part of features for a particular user, inputting an electronic license and verifying its legitimacy, and activating at least part of the features for verification only if the electronic license is determined to be

legitimate, and additional features not shown in the prior art. This group of claims is patentable for all the reasons set forth below. This group of claims is patentably distinct from the other groups of claims, set forth, *infra.*, because of the two-way distinctness test approved in Eli Lily & Co., supra. For example, a provider of digital contents to limit sellers who can sell the digital contents, involving inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted by the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement does not render obvious providing one or more features to a user by storing information for verification to verify an electronic license for certifying that usage of all or part of features for a particular user, inputting an electronic license and verifying its legitimacy, and activating at least part of the features for verification only if the electronic license is determined to be legitimate, and vice versa.

Group V: Group V includes claims 22 and 43. Claims 22 and 43 recite a feature to check whether a user owns a legitimate license that can decrypt digital contents. This group of claims is patentable for all the reasons set forth below. This group of claims is patentably distinct from the other groups of claims, set forth, *infra.*, because of the two-way distinctness test approved in Eli Lily & Co., supra. For example, a provider of digital contents to limit sellers who can sell the digital contents, involving inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted by the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement does not render obvious a feature to check whether a user owns a legitimate license that can decrypt digital contents, and vice versa.

Group VI: Group VI includes claims 23 and 44. Claims 23 and 44 recite a feature to check whether a user owns a legitimate license that can decompress digital contents, and additional features not shown in the prior art. This group of claims is patentable for all the reasons set forth below. This group of claims is patentably distinct from the other groups of claims, set forth, *infra.*, because of the two-way distinctness test approved in Eli Lilly & Co., supra. For example, a provider of digital contents to limit sellers who can sell the digital contents, involving inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted by the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement does not render obvious a feature to check whether a user owns a legitimate license that can decompress digital contents, and vice versa.

Group VII: Group VII includes claims 24-34 and 45-48. Claims 24-34 and 45-48 recite a feature to check whether a consumer has a legitimate license to use digital content. This group of claims is patentable for all the reasons set forth below. This group of claims is patentably distinct from the other groups of claims, set forth, *infra.*, because of the two-way distinctness test approved in Eli Lilly & Co., supra. For example, a provider of digital contents to limit sellers who can sell the digital contents, involving inputting information to specify an intermediary that intermediates a request for an electronic license of digital contents, inputting information to specify the digital contents the intermediation of which is permitted in the intermediary, generating an agreement to certify that the intermediation is permitted for the specified intermediary, and outputting the generated agreement does not render obvious a feature to check whether a consumer has a legitimate license to use digital content, and vice versa.

The independent and dependent claims are identified below:

Claims 1, 2, 9, 10, 16, 17, 20-25, 27 and 29 are independent claims.

Claim 35 depends from claim 1. Claims 3-8 and 36 depend from claim 2. Claim 37 depends from claim 9. Claims 11-15 and 38 depend from claim 10. Claim 39 depends from claim 16. Claims 18, 19 and 40 depend from claim 17. Claim 41 depends from claim 20. Claim 42 depends from claim 21. Claim 43 depends from claim 22. Claim 44 depends from claim 23. Claims 31 and 45 depend from claim 24. Claims 26, 32 and 46 depend from claim 25. Claims 28, 33 and 47 depend from claim 27. Claims 30, 34 and 48 depend from claim 29.

V. ARGUMENT

A. The Law (35 U.S.C. §103(a) (Obviousness))

The Supreme Court in Graham v. John Deere, 383 U.S. 1 at 18, 148 USPQ 459 at 467 (1966), set forth the basic test for patentability under 35 U.S.C. §103:

Under §103, the scope and content of the prior art are to be determined; differences between the prior art and the claims at issue are to be ascertained; and the level of ordinary skill in the pertinent art resolved. Against this background, the obviousness or nonobviousness of the subject matter is determined. Such secondary considerations as commercial success, long felt but unresolved need, failure of others, etc., might be utilized to give light to the circumstances surrounding the origin of the subject matter to be patented.

Moreover, in In re Ehrreich and Avery, 200 USPQ 504, 509-510 (CCPA 1979), the Court of Customs and Patent Appeals further clarified the basic test set forth in Graham v. John Deere:

We must not here consider a reference in a vacuum, but against the background of the other references of record which may disprove theories and speculations in the reference or reveal previously undiscovered or unappreciated problems. The question in a §103 case is what the references would collectively suggest to one of ordinary skill in the art. In re Simon, 461 F.2d 1387, 174 USPQ 114 (CCPA 1972). It is only by proceeding in this manner that we may fairly determine the scope and content of the prior art according to the

mandate of Graham v. Deere Company, 383 US 1, 17, 148 USPQ 459, 467 (1966). (Emphasis in original.)

Thus, the mere fact that parts of prior art disclosures can be combined does not make the combination obvious unless the prior art also contains something to suggest the desirability of the combination. In re Imperato, 486 F.2d 585 (CCPA 1973).

To imbue one of ordinary skill in the art with knowledge of the invention, when no prior art reference or references of record convey or suggest that knowledge, is to fall victim to the insidious effect of hindsight syndrome wherein that which only the inventor taught is used against its teacher. W.L. Gore & Assoc. v. Garlock, Inc., 721 F.2d 1540, 1533, 220 USPQ 303, 312-13 (Fed. Cir. 1983).

Further, analyzing the claimed invention as a whole in view of the prior art as a whole, one indicium of nonobviousness is a "teaching away" from the claimed invention by the prior art at the time the invention was made. See U.S. v. Adams, 148 USPQ 479 (1966). Essentially, teaching away from a claimed invention is a per se demonstration of lack of prima facie obviousness.

Where the prior art provides "only general guidance and is not specific as to the particular form of the invention or how to achieve it, [such a suggestion] may make an approach 'obvious to try,' but it does not make the invention obvious." Ex parte Obukowicz, 27 USPQ2d, 1063, 1065 (U.S. Patent and Trademark Office Board of Appeals and Interferences, 1992) and In re O'Farrell, 7 USPQ2d 1673, 1681 (Fed. Cir. 1988).

Further, in In re Wright, 848 F.2d 1216, 6 USPQ2d 1959 (Fed. Cir. 1988), the Federal Circuit stated:

Factors including unexpected results, new features, solution of a different problem, novel properties are all considerations in the determination of obviousness...

These secondary considerations (objective evidence of non-obviousness) as outlined in Graham v. John Deere and further characterized in In re Wright must be evaluated before reaching an ultimate decision under 35 U.S.C. §103.

The test for obviousness is what the combined teachings would have suggested to one of ordinary skill in the art. See, In re Young, 927 F.2d 588, 591, 18 USPQ2d 1989, 1091 (Fed. Cir. 1991) and In re Keller, 642 F.2d 413, 425, 208 USPQ 871, 881 (CCPA 1981). More specifically, as stated by the court in Keller, 642 F.2d at 425, 208 USPQ at 881, the test for obviousness is not whether the features of a secondary reference may be bodily incorporated into the structure of the primary references; nor is it that the claimed invention must be expressly suggested in one or all of the references. Rather, the test is what the combined teachings of the references would have suggested to those of ordinary skill in the art. Moreover, the artisan is not compelled to blindly adopt every single aspect of the teachings of any one reference without the exercise of independent judgment, see Lear Siegler, Inc. v. Aeroquip Corp., 733 F.2d 881, 889, 221 USPQ 1025, 1032 (Fed. Cir. 1984).

With regard to motivation to combine the references used in the rejection of appellant's claims, while there must be some teaching, reason, suggestion or motivation to combine existing elements to produce the claimed device, it is not necessary that the cited references or prior art specifically suggest making the combination. See, B.F. Goodrich Co. v. Aircraft Braking Systems Corp., 72 F.3d 1577, 1583, 37 USPQ2d 1314, 1319 (Fed. Cir. 1996) and In re Nilssen, 851 F.2d 1401, 1403, 7 USPQ2d 1500, 1502 (Fed. Cir. 1988). Rather, the test for obviousness is what the combined teachings of the references would have suggested to one of ordinary skill in the art.

The Office Action must provide proper motivation to combine the teaching of different references. The first requirement of proper motivation is that a showing of a suggestion, teaching, or motivation to combine the prior art references is an “essential

evidentiary component of an obviousness holding.” C.R. Bard, Inc. v. M3 Sys. Inc., 157 F.3d 1340, 1352, 48 USPQ2d 1225, 1232 (Fed. Cir. 1998). This evidence may flow from the prior art references themselves, the knowledge of one of ordinary skill in the art, or, in some cases, from the nature of the problem to be solved. See Pro-Mold & Tool Co. v. Great Lakes Plastics, Inc., 75 F.3d 1568, 1573, 37 USPQ2d 1626, 1630 (Fed. Cir. 1996). However, the suggestion more often comes from the teachings of the pertinent references. See In re Rouffet, 149 F.3d 1350, 1359, 47 USPQ2d 1453, 1459 (Fed. Cir. 1998). This showing must be clear and particular, and broad conclusory statements about the teaching of multiple references, standing alone, are not “evidence.” See Dembiczak, 175 F.3d at 1000, 50 USPQ2d at 1617.

The Office Action must also demonstrate that modifying one reference in view of another reference is even feasible. Moreover, the case law requires that for motivation to be proper, showing that something is feasible is not enough. Just because something is feasible does not mean that it is desirable or that one of ordinary skill in the art would be motivated to do what is feasible. See Winner International Royalty Corp. v. Wang, 53 USPQ2d 1580 (Fed. Cir. 2000) which points out that motivation to combine references requires a showing not just of feasibility, but also of desirability.

In Tec Air Inc. v. Denso Manufacturing Michigan Inc., 52 USPQ2d 1294 (Fed. Cir. 1999), the Court of Appeals for the Federal Circuit stated that there is no suggestion to combine relevant teachings from different references if a reference teaches away from its combination with another source. The court also stated that a reference may be said to teach away when a person of ordinary skill in the art, upon reading the reference, would be discouraged from following the path set out in the reference, or would be led in a direction divergent from the path that was taken by the applicant.

Additionally, in In re Braat, 16 USPQ2d 1812 (Fed. Cir. 1990) (unpublished), the Court of Appeals for the Federal Circuit reversed a decision by the PTO Board of Appeals and Interferences, stating that the reference upon which the obviousness of claim 1 was based taught away from the claimed invention, and that "[O]ne important indicium of non-obviousness is 'teaching away' from the claimed invention by the prior art," citing In re Dow Chemical Co., 5 USPQ2d 1529, 1532 (Fed. Cir., 1988).

Moreover, a factual inquiry whether to modify a reference must be based on objective evidence of record, not merely conclusionary statements of the Examiner. See, In re Lee, 277 F.3d 1338, 1343, 61 USPQ2d 1430, 1433 (Fed. Cir. 2002).

B. U.S. Patent 5,892,900 to Ginter

Ginter discloses systems and methods for secure transaction management to help ensure that information is accessed and/or otherwise used only in authorized ways. Ginter provides what is called a "virtual distribution environment," which is referred to by the acronym "VDE." VDE is said to secure, administer and audit electronic information use. VDE's capabilities are said to "comprise a rights protection solution that serves all electronic community members" and those members are disclosed as including "content creators and distributors, financial service providers, end-users and others." See col. 2, lines 20-32 of Ginter.

Ginter discloses that "[C]ontent providers and distributors have devised a number of limited function rights protection mechanisms to protect their rights. Authorization passwords and protocols, license servers, 'lock/unlock' distribution methods, and non-electronic contractual limitations imposed on users of shrink-wrapper software are a few of the more prevalent content protection schemes. In a commercial context, these efforts are inefficient and limited solutions." See the paragraph bridging cols. 2 and 3 of Ginter.

Ginter discloses, in col. 6, lines 21-28 that, "[I]n general, VDE enables parties that (a) have rights in electronic information, and/or (b) act as direct or indirect agents for parties who have rights in electronic information, to ensure that the moving, accessing, modifying, or otherwise using of information can be securely controlled by rules regarding how, where, and by whom such activities can be performed."

In col. 10, lines 40-46, Ginter discloses that different parties in an electronic value chain "create control information sets through use of their respective VDE installations" and that "[I]ndependently securely deliverable, component based control information allows efficient interaction among control information sets supplied by different parties."

In col. 13, Ginter discloses that "VDE, in its preferred embodiment, employs object software technology and uses object technology to form 'containers' for delivery of information that is (at least in part) encrypted or otherwise secured. These containers may contain electronic content products or other electronic information and some or all of their associated permissions (control) information. These container objects may be distributed along pathways involving content providers and/or content users. They may be securely moved among nodes of a Virtual Distribution Environment (VDE) arrangement, which nodes operate VDE foundation software and execute control methods to enact electronic information usage control and/or administration models. The containers delivered through use of the preferred embodiment of the present invention may be employed both for distributing VDE control instructions (information) and/or to encapsulate and electronically distribute content that has been at least partially secured."

In col. 18, line 22 et seq., Ginter states that "VDE supports a general purpose foundation for secure transaction management, including usage control, auditing, reporting, and/or payment."

Starting in col. 56, in sections relied on in the rejection of claims 1-48, Ginter discloses that a VDE content creator 102 sends "rules and controls" associated with content to a VDE rights distributor 106 and, that the rights distributor 106 generates its own rules and controls, consistent with the content creator's rules and controls, relating to use of the content. The rights distributor's rules and controls may specify, for example, what a user can and cannot do with the content, and the cost of using the content. The rights distributor 106 distributes rights to a content user 112. Ginter describes rights distributor 106 in terms of providing reports and/or payments to content creator 102, and discloses that it may be the same as the content creator 102.

Ginter does not disclose or teach that rights distributor 106 is a "license-issuing center" (1) being independent from the at least one of the provider and the seller, (2) generating verification information, (3) generating the electronic license, and (4) outputting the license, as recited in the claims.

C. The Rejection Is Unclear And Fails To Clearly Present Evidence That Supports Its Assertions Concerning The Teachings Of Ginter

The final rejection is self-contradictory. On the one hand, the final Office Action states that Ginter discloses all the features of claims 1-48, except for one feature, and admits that Ginter does not explicitly disclose the recited "license-issuing center being independent" feature.

On the other hand, the final Office Action continues by stating that this allegedly missing feature is "clearly taught" by Ginter, and asserting that the rationale that the allegedly missing feature is "clearly taught" by Ginter is found in an analysis of Ginter found on pages 3 and 4 of the final Office Action.

The final Office Action then asserts that it would be obvious "that a license-

issuing center may be set-up according to Ginter's methods and systems to be totally independent of all other participating entities in such systems, should there be a business reason to do so." The Action concludes by stating, "[A]s such, claims 1-48 are unpatentable over Ginter."

The Office Action, in effect, states that Ginter does disclose and teach the claimed invention and that Ginter does not disclose and teach the claimed invention. This is a contradiction and, logically, a contradiction has no existence. However, this contradiction forms the basis for the rejection. Thus, the basis for the final rejection is fundamentally unsound and, accordingly, the rejection is improper and should be reversed.

Moreover, as pointed out in the Request for Reconsideration filed July 10, 2003 the Office Actions require Applicants to wade through: 1) Ginter's Abstract; 2) eight separate figures of Ginter; 3) text associated with the eight separate figures of Ginter; and 4) five different portions of Ginter's specification which cover about twenty columns of the patent, to determine the evidentiary basis on which the final rejection relies. This vague and indefinite basis for the rejection, which involves a "shotgun" approach of citing tens of columns of Ginter's disclosure to allegedly disclose a number of specifically recited features, without explaining which particular feature in Ginter corresponds to each claimed feature, denies Applicants the fundamental procedural and substantive due process to which Applicants are entitled under the Administrative Procedures Act. See in this regard, In re Zurko, 119 S.Ct. 1816, 50 USPQ2d 1930 (1999), and In re Gartside, 53 USPQ2d 1769 (Fed. Cir. 2000).

Applicants are entitled to be informed of the exact portions of Ginter that allegedly disclose (all but one, allegedly, of) the features recited in the claims with detail and precision, and not have to hunt through tens of columns of Ginter with no guidance from the Office Action to guess which portion or portions of Ginter allegedly correspond to each recited claim feature.

Applicants respectfully submit that this improper shotgun approach, which violates Applicants procedural and substantive due process rights, fails to provide a proper evidentiary basis for the rejection of claims 1-48, and fails to establish proper evidentiary support for a prima facie case of obviousness of the invention recited in the claims. For this additional reason, the final rejection is fundamentally improper and, accordingly should be reversed.

D. The Rejection Fails Establish That Ginter Clearly Teaches A "License-Issuing Center Being Independent From The At Least One Of The Provider And The Seller", As Recited In All Claims 1-48

Ginter never uses the terminology "license-issuing center." The closest that Ginter comes to this is in the sentence bridging cols. 2 and 3, where Ginter indicates that "license servers" constitute one of a number of "prevalent content protection schemes." Ginter continues by describing "license servers" among efforts that are characterized by Ginter as "inefficient and limited solutions." Ginter then describes the advantages of its VDE system, which does not mention license servers or license centers. Thus, Ginter teaches away from using "license servers" of any kind. Moreover, Ginter never discloses that the "license servers," are independent from the at least one of a content provider and a content seller.

In order to demonstrate that the recited feature of "the license-issuing center being independent from the at least one of the provider and the seller" is either "clearly disclosed" by Ginter or "obvious" in view of Ginter, the final Office Action first turns to col. 7 of Ginter, the section entitled "VDE Implementation"; then to col. 10 of Ginter, the section entitled "Overview: Electronic Content"; then to Col. 54 of Ginter, the section entitled "Information Utility," and to Fig. 1 of Ginter; then to the text associated with Fig. 2, the section entitled "Rights Distributor." Lastly, the final Office Action turns to Fig. 78 of Ginter which allegedly "clearly shows a 'Publisher' (3308) clearly separate (or independent) from any content repository or delivery systems."

None of these portions of Ginter discuss a license-issuing center in general, let alone a licensing-issuing center that is independent from a content provider or seller.

This fact, coupled with the fact that Ginter expressly teaches away from "license servers," demonstrates that Ginter not only does not disclose the feature recited in the claims, but expressly provides a disincentive to use a licensing center of any type, let alone a license-issuing center that is independent from a content provider or seller.

Moreover, the final Office Action's alleged motivation to modify Ginter to render the claimed invention obvious, i.e., "should there be a business reason to do so" is a fundamentally improper motivation. The use of "should there be a business reason to do so" is not only hypothetical, and therefore, finds no factual basis in Ginter, it is sheer speculation. It is well settled that a rejection must be based on facts, not speculation. As stated in In re Gpac Inc., 35 USPQ2d 1116 (Fed. Cir. 1995), "We believe that this statement by the Board in support of its rejection of claim 2 is conclusory and lacks the factual basis required to validate a claim rejection under section 103." See In re Warner, 379 F.2d 1011, 1017, 154 USPQ 173, 178 (CCPA 1967) ("A rejection based on section 103 must rest on a factual basis, and these facts must be interpreted without hindsight reconstruction of the invention from the prior art. . . [The Board] may not . . . resort to speculation, unfounded assumptions or hindsight reconstruction to supply deficiencies in its factual basis.").

Accordingly, for the aforementioned reasons, the rejection of the claims of Group I, i.e., claims 1-8, 35 and 36, is improper and should be reversed.

The final Office Action then discusses claims 9 and 10.

Claims 9 and 10, which recite, among other features, not only receiving a first license request, but also preparing a second license request requesting issuance of the electronic license requested in the received first license request, and outputting the second license request to the independent license-issuing center.

These features are not found in any of the portions of Ginter cited by the final Office Action. Ginter's Abstract mentions nothing about licenses. Ginter's Figs. 1, 2, 2A, 5A-B, 14B, 77 and 78, and the associated text, do not mention a "license," a "first license request" or a "second license request." The "Chain of Handling and Control" disclosure cited by the final Office Action actually commences and ends in column 6, and discusses "chains of parties." This is not a disclosure of receiving a first license request, preparing a second license request requesting issuance of the electronic license requested in the received first license request, and outputting the second license request to the independent license-issuing center, as recited in claims 9 and 10.

In column 10, lines 47-51, Ginter generically mentions "multiple, separate electronic arrangements" and "multiple agreements." However, this does not disclose receiving a first license request, preparing a second license request requesting issuance of the electronic license requested in the received first license request, and outputting the second license request to the independent license-issuing center. Similar comments apply to the rest of the disclosure from column 10, line 47 to column 11, line 21, which refers to "negotiations."

Column 55, line 61 to column 59, line 6 discusses the information utility 200 and "rules and controls." Nothing in this section of Ginter discloses receiving a first license request, preparing a second license request requesting issuance of the electronic license requested in the received first license request, and outputting the second license request to the independent license-issuing center, as recited in claims 9 and 10.

Lastly, columns 220-224 merely deal with certification keys and key pairs and fail to disclose receiving a first license request, preparing a second license request requesting issuance of the electronic license requested in the received first license request, and outputting the second license request to the independent license-issuing center, as recited in claims 9 and 10.

Next, the final Office Action addresses claims 16 and 17.

Claim 16 recites an agreement issuing method for allowing intermediation of a request for an electronic license for certifying that usage of digital contents is permitted to a specific user. The claim further recites inputting information to the provider to specify an intermediary who intermediates a request for an electronic license for digital contents where the license is issued by a license-issuing center which is independent from a provider of the digital contents and the intermediary, and, among other features, generating an agreement from the provider for certifying that the intermediation of the request for the electronic license for the specified digital contents is permitted to the specified intermediary.

Claim 17 recites an agreement issuing system that issues an agreement for allowing intermediation of a request for an electronic license and recites agreement generating means and agreement output means where the agreement generating means receives information to specify an intermediary that intermediates a request for an electronic license of digital contents and information.

The Office Action indicates that most of the same portions of Ginter that were cited with respect to claims 1, 2, 9 and 10 are also considered to disclose the features recited in claims 16 and 17. However, none of the previously cited portions of Ginter disclose the recited intermediation steps and system components that are recited in claims 16 and 17.

The Office Action additionally cites columns 269 and 270 of Ginter, entitled "Negotiation of Contracts." In column 269, lines 42-46, Ginter states that the virtual distribution environment provides a vocabulary and mechanism by which users and creators may specify their desires and that automated processes may interpret their desires and negotiate to reach a common middle ground based on those desires. Ginter goes on to state that the results of the negotiations may be concisely described in a structure that may be used to control and enforce the results of the electronic agreement (column 269, lines 46-49). The

virtual distribution environment enables the agreements to be accurately electronically described and signed to prevent repudiation (column 269, lines 62-64). Further, a mechanism is provided by which human readable descriptions of terms of the electronic contract can be provided (column 269, lines 64-67).

There is absolutely no disclosure in Ginter for allowing intermediation of a request for an electronic license. Instead, columns 269 and 270 deal with enablement of a specification of rights, provision of a secure processing environment within which to negotiate, provision of a distributed environment within which rights and control specifications may be securely distributed, provision of a secure processing environment in which the negotiated contracts may be electronically rendered and signed, and provision of a mechanism that securely enforces a negotiated electronic contract. This is completely different from the intermediary and intermediation features recited in claims 16 and 17.

Next, the final Office Action addresses claims 20 and 24.

With respect to claims 20 and 24, the final Office Action alleges that Ginter discloses the features recited in these claims by citing the section entitled "Examples of VDE Methods" in columns 189-206. Initially, Applicants strenuously object to the citation of eighteen columns of disclosure and requiring Applicants to ferret out that which is alleged to disclose the features recited in the claims.

Applicants note that the recited feature that information for verification and electronic license are generated from a license-issuing center where the license-issuing center is independent from at least one of the provider and the seller is not disclosed anywhere in columns 189-206. In fact, columns 189-206 disclose high level methods typically provided for object manipulation including open method, read method, write method, close method, event method, billing method, access method, decrypt and encrypt methods, content method, extract and embed method, obscure method, fingerprint method, destroy method, panic

method and meter method. The final Office Action fails to make out a prima facie case of obviousness claims 20 and 24 because it does not indicate in any way, shape or manner how any of these methods relate to the features recited in claims 20 and 24.

The final Office Action then addresses claims 21 and 25.

With respect to claims 21 and 25, the final Office Action relies upon the same columns (189-206) as cited with respect to the rejection of claims 20 and 24. Again, the final Office Action fails to make out a prima facie case of unpatentability of claims 21 and 25 because it completely fails to give any indication whatsoever of how any of the methods that are disclosed in columns 189-206 render obvious the electronic license verification features that are recited in claims 21 and 25, including a license verification means in claim 25, for example, which receives an electronic license and verifies the legitimacy of the received electronic license using the information for verification stored in the verification information storage means and wherein the information for verification and the electronic license were generated from a license-issuing center and the license-issuing center is independent from the at least one of the provider and the seller.

The final Office Action then addresses claims 22, 23, 27 and 29.

The final Office Action also fails to make out a prima facie case of obviousness with respect to the features recited in claims 22, 23, 27 and 29 because it completely fails to explain how the disclosure in columns 189-206 of Ginter even relates to the subject matter recited in these claims, let alone how it renders obvious all of the features recited in these claims. Moreover, since all of these claims recite that the information for verification and electronic license are generated from a license-issuing center and the license-issuing center is independent from the at least one of the provider and the seller, and such features are not disclosed at all in Ginter, for reasons set forth above, the final Office Action fails to render obvious the subject matter of claims 22, 23, 27, and 29.

The final Office Action then addresses claims 3, 4, 6, 7, 8, 11, 12-15, 18 and 19.

Claim 3 depends from claim 2, which is patentable over Ginter at least for the reasons stated above with respect to claim 2.

Claim 4 depends from claim 2 and is patentable at least for that reason. Additionally claim 4 recites information to specify an intermediary of the issuance of the electronic license. Ginter simply fails to specify an intermediary of the issuance of an electronic license, as explained above.

Claim 5 is patentable at least for the reasons that claim 2 is patentable, as explained above. In addition, column 20, line 42 of Ginter, relied upon by the final Office Action to allegedly disclose a metering history concept, merely states that the same provider might also charge fees based on the total number of different properties licensed from them by the user and that a metering history of their licensing of properties might be required to maintain this information. However, Ginter does not disclose means for obtaining such a metering history in column 20 or in column 24, lines 24-53, which are also relied upon in rejecting claim 5.

Claim 6 depends from claim 2 and is patentable at least for the reasons that claim 2 is patentable. Furthermore, the cited portions of Ginter do not disclose a license issuance history memory unit or a requestor's issuance history preparing unit. Accordingly, the subject matter of claim 6 is not rendered obvious by Ginter.

Claim 7 depends from claim 2 and is patentable at least for the reasons that claim 2 is patentable over Ginter. Claim 7 further recites a verification information issuance history memory unit and a verification information issuance history preparation unit and a verification information issuance history output unit, none of which are disclosed in the text cited by the final Office Action (col. 20, line 42 or col. 24, lines 24-53). Therefore, Ginter does not render obvious the features recited in claim 7.

Claim 8 depends from claim 2 is patentable at least for the reasons that claim 2 is patentable over Ginter.

Claim 11 depends from claim 10 and is patentable at least for the reasons that claim 10 is patentable over Ginter.

Claim 12 depends from claim 10 and is patentable at least for the reasons that claim 10 is patentable over Ginter. In addition, claim 12 recites a license intermediation system which is simply not found in Ginter for the reasons stated above. Accordingly, claim 12 is clearly patentable over Ginter.

Claim 13 is patentable at least because it depends from claim 10 which is patentable over Ginter for the reasons stated above. Additionally, because claim 13 recites agreement storage means for storing an agreement for certifying the system is permitted to intermediate the issuance of a license, a feature which is definitely not disclosed in any of the portions of Ginter cited with respect to claim 10, claim 13 is patentable over Ginter.

Claim 14 depends from claim 10 and is patentable over Ginter at least for the reasons that claim 10 is patentable.

Claim 15 depends from claim 10 and is patentable over Ginter at least for the reasons that claim 10 is patentable.

Claim 18 depends from claim 17 and is patentable over Ginter at least for the reasons that claim 17 is patentable.

Claim 19 depends from claim 17 and is patentable over Ginter at least for the reasons that claim 17 is patentable. Additionally, because Ginter does not disclose an agreement issuance history memory unit or a history preparing unit which receives information to specify an intermediary and extracts an issuance history for the agreement, and also fails to disclose a history output unit, Ginter does not render obvious the subject matter of claim 19. More specifically, column 20, line 42 and column 24, lines 24-53 of Ginter definitely do not

disclose the features relating to agreement issuance history and history output that are recited in claim 19.

Claims 26, 28 and 30 depend upon claims 25, 27 and 29, respectively, and are patentable over Ginter at least for the reasons stated above with respect to claims 25, 27 and 29.

Claims 31, 32, 33 and 34 depend from claims 24, 25, 27 and 29, respectively, and are patentable at least for the reasons that claims 24, 25, 27 and 29 are patentable.

Claims 35-48 respectively depend from claims 1, 2, 9, 10, 16, 17, 20, 21, 22, 23, 24, 25, 27 and 29, and are patentable at least for the reasons that claims 1, 2, 9, 10, 16, 17, 20, 21, 22, 23, 24, 25, 27 and 29 are patentable.

A fair, balanced appraisal of the rejection set forth in the final Office Action reveals that the final Office Action fails to provide enough specificity to enable Applicants to fully understand the basis of the rejection, therefore denying Applicants' procedural and substantive due process rights that they are entitled to at least under the Administrative Procedures Act. The rejection also fails to make a prima facie case of unpatentability of the claims over Ginter, for the reasons set forth above.

Accordingly, Applicants respectfully submit that the rejection of claims 1-48 of record is improper and should be reversed.

E. Rebuttal Of Arguments In Advisory Action

The Advisory Action contains the Examiner's rebuttal arguments, which consists of the wholly inaccurate statement that "applicants' arguments reiterate grounds already covered and do not seem to have changed from interview and subsequent amendment/final action, and as such fail to overcome rejections in final action."

In point of fact, the arguments presented in Applicants' Request for Reconsideration filed on June 10, 2003, discussed all of the grounds of rejection in the final Office Action in detail. Most of those arguments were not presented earlier.

Those newly presented arguments include the failure of the final Office Action to establish a one-to-one correspondence between each positively recited claim feature and a corresponding feature disclosed in Ginter, thereby failing to make out a prima facie case of obviousness, and leaving Applicants at a loss as to which disclosed feature(s) of Ginter allegedly disclose the features recited in the claims, and violating Applicants' fundamental procedural and substantive due process rights to an Office Action. See in this regard, In re Zurko, 119 S.Ct. 1816, 50 USPQ2d 1930 (1999), and In re Gartside, 53 USPQ2d 1769 (Fed. Cir. 2000).

The Advisory Action failed to address this aspect of the Request for Reconsideration.

Applicants Request for Reconsideration also discussed the merits of the final Office Action and presented over eight new pages of arguments based on the final Office Action. The Advisory Action fails to address any of those arguments on their merits.

This failure to discuss newly presented arguments which are based on the final Office Action is fundamentally unfair and denies Applicants due process rights.

VI. CONCLUSION

Ginter neither discloses nor suggests nor renders obvious the invention recited in claims 1-48. The final Office Action fails to establish a prima facie case of obviousness of the invention recited in claims 1-48 for the reasons stated above, and the rejection of claims 1-48 under 35 USC §103(a) as unpatentable over Ginter should be reversed.

The Honorable Board is requested to reverse the rejections set forth in the final Office Action and to pass this application to issuance.

Respectfully submitted,



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Enclosure:
Appendix

APPENDIX A

1. A license-issuing method for issuing an electronic license for certifying that usage of digital contents is permitted to a specific user, the digital contents being provided by at least one of a provider and a seller, the method comprising:

generating information for verification from a license-issuing center, the license-issuing center being independent from the at least one of the provider and the seller, the information for verification required to verify legitimacy of an electronic license;

inputting information to specify the information for verification;

generating the electronic license from the license-issuing center, the electronic license able to be verified by the information for verification specified by the input information to specify the information for verification; and

outputting the generated electronic license.

2. A license-issuing system which issues an electronic license for certifying that usage of digital contents is permitted to a specific user, the digital contents being provided by at least one of a provider and a seller, the system comprising:

verification information generation means for generating information for verification from a license-issuing center, the license-issuing center being independent from the at least one of the provider and the seller, the information for verification required to verify legitimacy of an electronic license;

verification information output means for outputting the information for verification generated by the verification information generation means;

license generation means which receives information to specify information for verification and generates the electronic license from the license-issuing center, the electronic license able to be verified by the information for verification specified by the received information; and

license output means for outputting the electronic license generated by the license generation means.

3. A license-issuing system according to Claim 2, further comprising:

usage condition generation means for generating a usage condition which is a condition for limiting usage of digital contents, wherein:

the usage condition generated by the usage condition generation means is included in the electronic license generated by the license generation means.

4. A license-issuing system according to Claim 2, wherein:

information to specify an intermediary of the issuance of the electronic license and an agreement for certifying that the intermediation of the issuance of the electronic license corresponding to the specified information for verification is allowed to the specified intermediary are input to the license generation means together with the information to specify information for verification; and

it is checked by the agreement whether or not the intermediation of the issuance of the electronic license corresponding to the information for verification is allowed to the intermediary and only in the case the intermediation is allowed, the electronic license is generated.

5. A license-issuing system according to Claim 2, further comprising:

a license issuance history memory unit for storing an issuance history of an electronic license;

a content provider's issuance history preparing unit which receives information to specify a content provider of digital contents and extracts an issuance history which is a history of the issuance of a license for digital contents provided by the specified content provider from the issuance histories stored in the license issuance history memory unit; and

a content provider's issuance history output unit for outputting the issuance history for the specified content provider generated in the content provider's issuance history preparing unit.

6. A license-issuing system according to Claim 2, further comprising:

license request receiving means for receiving a request for issuance of an electronic license,

wherein, in the case the license request receiving means receives a request for the issuance of an electronic license, an electronic license is generated in the license generation means, wherein the license-issuing system further comprises:

a license issuance history memory unit for storing an issuance history of an electronic license;

a requestor's issuance history preparing unit which receives information to specify a requester of the issuance of the license and extracts the specified requestor's issuance history, which is the issuance history of the electronic license requested from the specified requester, from the issuance histories stored in the license issuance history memory unit; and

a requestor's issuance history output unit for outputting the issuance history for the requester prepared in the requestor's issuance history preparing unit.

7. A license-issuing system according to Claim 2, further comprising:

a verification information issuance history memory unit for storing a history of issuance of information for verification;

a verification information issuance history preparing unit which receives information to specify a recipient of information for verification

and extracts the issuance history which is a history of the issuance of the information for verification issued to the specified recipient from the issuance histories stored in the verification information issuance history memory unit; and

a verification information issuance history output unit for outputting the issuance history prepared in the verification information issuance history preparing unit.

8. A license-issuing system according to Claim 2, further comprising:

public key pair preparing means for generating a public key pair; and

private key storage means for storing a private key of the public key pair prepared in the public key pair preparing means, wherein:

the information for verification is the public key prepared by the public key pair preparing means; and

the license is generated using the private key stored in the private key storage means.

9. A license intermediation method for intermediating a request for an electronic license for certifying that usage of digital contents is permitted to a specific user, the digital contents being provided by at least one of a provider and a seller, the method comprising:

receiving a first license request by the at least one of the provider and the seller, the first license request including a request for issuance of the electronic license for certifying that the usage of specific digital contents is permitted;

preparing, by the at least one of the provider and the seller, a second license request for requesting the issuance of the electronic license requested in the received first license request; and

outputting the prepared second license request to a license-issuing center, the license-issuing center being independent from the at least one of the provider and the seller.

10. A license intermediation system that intermediates a request for an electronic license for certifying that usage of digital contents is permitted to a specific user, the digital contents being provided by at least one of a provider and a seller, the system comprising:

license request receiving means for receiving a first license request, by the at least one of the provider and the seller, the first license request including a request for the issuance of the electronic license for certifying that the usage of specific digital contents is licensed;

license request preparing means for generating, from the at least one of the provider and the seller, a second license request for requesting the issuance of the electronic license requested in the received first license request; and

license request output means for outputting the second license request prepared in the license request preparing means to a license-issuing center, the license-issuing center being independent from the at least one of the provider and the seller.

11. A license intermediation system according to Claim 10, wherein:

information for verification required to verify legitimacy of a specific license is bound with specific digital contents; and

information to specify the information for verification is included in the first and second license requests.

12. A license intermediation system according to Claim 10, wherein:

the requested license includes a usage condition which is a condition for limiting the usage of digital contents;

usage condition preparing means for preparing the usage condition to be included in the requested license is provided; and

the usage condition prepared by the usage condition generation means is included in the second license request prepared by the license request preparing means.

13. A license intermediation system according to Claim 10, further comprising:
agreement storage means for storing an agreement for certifying that the
system is permitted to intermediate the issuance of a license for specific digital contents,
wherein

the agreement stored in the agreement storage means is attached to the license
request prepared by license request preparing means.

14. A license intermediation system according to Claim 10, further comprising:
accounting means for charging a license issuance fee to a requester of the first
license request, wherein:

when the first license request is received, the license issuance fee is charged to
the requester by the accounting means.

15. A license intermediation system according to Claim 10, further comprising:
settlement means for collecting a license issuance fee from a requester of the
first license request, wherein:

when the first license request is received, the license issuance fee is collected
from the requester by the settlement means.

16. An agreement issuing method for allowing intermediation of a request for an
electronic license for certifying that usage of digital contents is permitted to a specific user,
the digital contents being provided by a provider, the method comprising:

inputting information to the provider to specify an intermediary who
intermediates a request for an electronic license for digital contents, wherein the electronic
license is issued by a license-issuing center, the license-issuing center being independent from
the provider and the intermediary;

inputting information to the provider to specify the digital contents the
intermediation of which is permitted to the intermediary;

generating an agreement from the provider for certifying that the intermediation of the request for the electronic license for the specified digital contents is permitted to the specified intermediary; and

outputting the generated agreement to the license-issuing center, wherein the license-issuing center verifies whether the intermediary is a specified intermediary.

17. An agreement issuing system which issues an agreement for allowing intermediation of a request for an electronic license for certifying that usage of digital contents is permitted to a specific user, the digital contents being provided by a provider, the system comprising:

agreement generating means which receives, for the provider, information to specify an intermediary that intermediates a request for an electronic license of digital contents and information to specify the digital contents the request for the electronic license of which the intermediary is allowed to intermediate, and generates from the provider an agreement for certifying that the specified intermediary is allowed to intermediate the request for the electronic license of the specified digital contents, where the electronic license is issued by a license-issuing center, the license-issuing center being independent from the provider and the intermediate; and

agreement output means for outputting the agreement generated by the agreement generating means to the license-issuing center, wherein the license-issuing center verifies whether the intermediary is a specified intermediary.

18. An agreement issuing system according to Claim 17, comprising:

usage condition limitation information generating means for generating usage condition limitation information which limits a range of a usage condition for limiting the usage of digital contents, wherein:

the usage condition limitation information generated by the usage condition limitation information generating means is included in the agreement generated by the agreement generating means.

19. An agreement issuing system according to Claim 17, further comprising:
- an agreement issuance history memory unit for storing an issuance history of an agreement;
 - a history preparing unit which receives information to specify an intermediary and extracts an issuance history for the agreement issued to the specified intermediary from the issuance histories stored in the agreement issuance history memory unit; and
 - a history output unit for outputting the issuance history prepared in the history preparing unit.

20. A feature providing method for providing a user with one or more features, comprising:
- storing information for verification to verify an electronic license for certifying that usage of all or part of features is permitted to a specific user;
 - inputting an electronic license;
 - verifying legitimacy of the input electronic license using the stored information for verification; and
 - activating at least part of the features only if it is judged that the input electronic license is legitimate;
- wherein the information for verification and the electronic license were generated from a license-issuing center, the one or more features were provided by at least

one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

21. A digital contents operation method, comprising:

storing information for verification to verify an electronic license for certifying that operation of digital contents is permitted to a specific user;

inputting an electronic license;

verifying legitimacy of the input electronic license using the stored information for verification; and

enabling at least part of operations of the digital contents only if it is judged that the input electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, the digital contents were provided by at least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

22. A digital contents decrypting method for decrypting encrypted digital contents, comprising:

storing information for verification to verify an electronic license that certifies that decrypting of encrypted digital contents is permitted to a specific user;

inputting an electronic license;

verifying legitimacy of the input electronic license using the stored information for verification; and

decrypting the encrypted digital contents only if it is judged that the input electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, the encrypted digital contents were provided by at

least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

23. A digital contents decompression method for decompressing compressed digital contents, comprising:

a step for storing information for verification to verify an electronic license that certifies that the decompression of compressed digital contents is permitted to a specific user;

a step for inputting an electronic license;

a step for verifying the legitimacy of the input electronic license using the stored information for verification; and

a step for decompressing the compressed digital contents only if it is judged that the input electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, the compressed digital contents were provided by at least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

24. A system that provides one or more features to a user, comprising:

verification information storage means for storing information for verification to verify an electronic license that certifies that usage of all or a part of features of the system is permitted to a specific user; and

license verification means which receives an electronic license and verifies legitimacy of the received electronic license using the information for verification stored in the verification information storage means, wherein:

at least part of the features is activated only if it is judged in the license verification means that the received electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, one or more features were provided by at least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

25. A digital contents operation system, comprising:

verification information storage means for storing information for verification to verify an electronic license that certifies that operation of digital contents is permitted to a specific user; and

license verification means which receives an electronic license and verifies legitimacy of the received electronic license using the information for verification stored in the verification information storage means, wherein:

at least part of the operations of digital contents is enabled only if it is judged in the license verification means that the received electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, the digital contents were provided by at least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

26. A digital contents operation system according to Claim 25, wherein:

the information for verification is included in digital contents; and

the information for verification is extracted from the digital contents and is stored in the verification information storage means.

27. A digital contents decrypting system for decrypting encrypted digital contents, comprising:

verification information storage means for storing information for verification to verify an electronic license that certifies that decrypting of encrypted digital contents is permitted to a specific user; and

license verification means which receives an electronic license and verifies legitimacy of the received electronic license using the information for verification stored in the verification information storage means, wherein:

the encrypted digital contents are decrypted only if it is judged in the license verification means that the received electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, the encrypted digital contents were provided by at least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

28. A digital contents decrypting system according to Claim 27, wherein:

the information for verification is included in encrypted digital contents; and

the information for verification is extracted from the encrypted digital contents and is stored in the verification information storage means.

29. A digital contents decompression system for decompressing compressed digital contents, comprising:

means for receiving compressed digital contents to be decompressed;

verification information storage means for storing information for verification to verify an electronic license that certifies that decompression of digital contents is permitted to a specific user; and

license verification means which receives an electronic license and verifies legitimacy of the received electronic license using the information for verification stored in the verification information storage means, wherein:

the compressed digital contents are decompressed only if it is judged in the license verification means that the received electronic license is legitimate;

wherein the information for verification and the electronic license were generated from a license-issuing center, the compressed digital contents were provided by at least one of a provider and a seller, and the license-issuing center is independent from the at least one of the provider and the seller.

30. A digital contents decompression system according to Claim 29, wherein:
the information for verification is included in the compressed digital contents;
and

the information for verification is extracted from the compressed digital contents and is stored in the verification information storage means.

31. A system according to Claim 24, further comprising:
connection means for connecting to the system a portable memory unit that stores an electronic license, wherein:

the license verification means verifies the legitimacy of the electronic license stored in the portable memory unit connected via the connection means.

32. A digital contents operation system according to Claim 25, further comprising:
connection means for connecting to the system a portable memory unit that stores an electronic license, wherein:

the license verification means verifies the legitimacy of the electronic license stored in the portable memory unit connected via the connection means.

33. A digital contents decrypting system according to Claim 27, further comprising:

connection means for connecting to the system a portable memory unit that stores an electronic license, wherein:

the license verification means verifies the legitimacy of the electronic license stored in the portable memory unit connected via the connection means.

34. A digital contents decompression system according to Claim 29, further comprising:

connection means for connecting to the system a portable memory unit that stores an electronic license, wherein:

the license verification means verifies the legitimacy of the electronic license stored in the portable memory unit connected via the connection means.

35. The license-issuing method of claim 1, wherein the license is generated only from the license-issuing center.

36. The license-issuing system of claim 2, wherein the license is generated only from the license-issuing center.

37. The license intermediation method of claim 9, wherein the license is generated only from the license-issuing center.

38. The license intermediation system of claim 10, wherein the license is generated only from the license-issuing center.

39. The agreement issuing method of claim 16, wherein the license is generated only from the license-issuing center.

40. The agreement issuing system of claim 17, wherein the license is generated only from the license-issuing center.

41. The feature providing method of claim 20, wherein the license is generated only from the license-issuing center.

42. The digital contents operation method of claim 21, wherein the license is generated only from the license-issuing center.

43. The digital contents decrypting method of claim 22, wherein the license is generated only from the license-issuing center.
44. The digital contents decompression method of claim 23, wherein the license is generated only from the license-issuing center.
45. The system of claim 24, wherein the license is generated only from the license-issuing center.
46. The digital contents operation system of claim 25, wherein the license is generated only from the license-issuing center.
47. The digital contents decrypting system of claim 27, wherein the license is generated only from the license-issuing center.
48. The digital contents decompression system of claim 29, wherein the license is generated only from the license-issuing center.